

ESSENTIAL SERVICES AGREEMENT

In respect of Collective Bargaining for the Collective Agreement expiring March 31, 2020

between

COVENANT HEALTH

(Hereinafter referred to as the "Employer")

and

THE UNITED NURSES OF ALBERTA

on behalf of the UNA Bargaining Units within Covenant Health

(Hereinafter referred to as the "Union")

PART I: MASTER AGREEMENT

Bargaining Units:

BR-16482	100-2011	Killam Health Center
BR-16483	101-2011	Banff Mineral Springs Hospital
BR-16484	102-2011	Our Lady of the Rosary Hospital
BR-16485	103-2011	St. Joseph's Auxiliary Hospital, Edmonton
BR-16486	104-2011	St. Joseph's General Hospital, Vegreville
BR-16487	105-2011	St. Michael's Health Centre
BR-16488	106-2011	Youville Home, St. Albert
BR-16369	13-2011	Mary Immaculate Hospital
BR-16783	156-2012	St. Joseph's Home / Carmel Hospice
BR-18056	176-2018	St. Mary's Health Care Centre
Voluntary Recognition		St. Mary's Hospital, Camrose
BR-16479	97-2011	Bonnyville Health Centre
BR-16480	98-2011	Misericordia Community Hospital and Villa Caritas
BR-16481	99-2011	Grey Nuns Community Hospital and Edmonton General Continuing Care Centre

ESA-00022-2021, ESA-00023-2021
ESA-00024-2021, ESA-00025-2021
ESA-00026-2021, ESA-00027-2021
ESA-00028-2021, ESA-00029-2021
ESA-00030-2021

ACCEPTED

Commissioner _____ Date October 9, 2021
ESA-00018-2021, ESA-00020-2021
EA No. ESA-00019-2021, ESA-00021-2021

Preamble

The Parties, in accordance with the Alberta *Labour Relations Code* (the *Code*), acknowledge the requirement of an Essential Services Agreement to ensure the continued provision of Essential Services in the event of a strike or lockout.

The Employer acknowledges the right of employees in the bargaining unit to withhold their labour and strike in accordance with this Agreement and applicable law.

The Union acknowledges the right of the Employer to lockout employees in the bargaining unit in accordance with the Agreement and applicable law.

In recognition of this the parties herewith agree as follows:

ARTICLE 1 – STRUCTURE OF THE AGREEMENT:

1.1 This Agreement consists of two parts, being:

- (a) Part I, which contains general provisions that apply to the entire agreement;
- (b) Part II, which contains unit based Staffing Level Plans for each bargaining unit with specific provisions related to:
 - (i) the number of positions required to perform Essential Services during a work stoppage;
 - (ii) Essential Services to be maintained during a work stoppage;
 - (iii) Additional Local provisions related to picketing, scheduling, and joint reviewing of staffing plans.

ARTICLE 2 – DEFINITIONS AND INTERPRETATION:

2.1 The following terms shall have the meanings ascribed to them:

- (i) “Agreement” means this Essential Services Agreement;
- (ii) “Collective Agreement” means the collective agreement between the Parties that has a nominal expiry date of March 31, 2020;
- (iii) “Code” means the *Labour Relations Code* RSA 2000,c L-1;

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- (iii) “Code” means the *Labour Relations Code* RSA 2000,c L-1;

- (iv) “Commissioner” means Alberta’s Essential Services Commissioner and has the same meaning as defined in the Code;
- (v) “Designated Essential Services Worker” (DESW) means a Bargaining Unit Member who is required to work in accordance with an Essential Services Agreement during those times that they are required to perform Essential Services under the Agreement and has the same meaning as defined in the Code;
- (vi) “Emergency” in Article 8 means a present or imminent event that, in the opinion of the Employer, requires prompt action, co-ordination of action, and/or special regulation of persons or property to protect the health and safety of the public.
- (vii) “Employer Designate” means a person designated by the Employer to act in that capacity;
- (viii) “Essential Services” are those services:
 - (a) The interruption of which would endanger the life, personal safety or health of the public; or
 - (b) Necessary to the maintenance and administration of the rule of law or public security.
- (ix) “Lockout” has the same meaning as defined in and permitted by the Code;
- (x) “On Call” means the employee must be available and able to report to the Employer within 45 minutes of the Union receiving notification from the Employer;
- (xi) “Out of Scope Workers” refers to management exempt workers who have the skills, abilities and current certifications required to perform Essential Services duties during a Work Stoppage;
- (xii) “Parties” means the Employer and the Union;
- (xiii) “Strike” has the same meaning as defined in and permitted by the Code;
- (xiv) “Umpire” means the person(s) identified in Article 11 of this Agreement and if that person are unavailable, a person appointed by the Commissioner;
- (xv) “Union Designate” means a person designated by the Union to act in that capacity;

2.2 The following interpretive guides apply to this Agreement:

- (a) Whenever the singular is used, it shall be deemed to extend to and include the plural and vice versa;
- (b) The headings in this Agreement have been included for convenience only and they do not define, limit or enlarge the scope or meaning of this Agreement or any part of it.

ARTICLE 3 – PROCESS FOR NEGOTIATING STAFFING PLANS:

- 3.1 The Parties agree to develop staffing plans that set out the classifications of Employees, and the total number of positions in each classification that will attend work or be placed “on-call” for each Unit, Area, Department, and Site. The Parties recognize these plans may depend on the nature of the strike or lockout (i.e. full, partial or rotating) and the duration of the work stoppage.
- 3.2 Staffing plans are negotiated at the local level, however final signing authority rests with the Senior Operating Officer, Acute Care for the Employer and the UNA Steering Committee for the Union.

ARTICLE 4 – PROCESS FOR ASSIGNING DESIGNATED ESSENTIAL SERVICES WORKERS:

- 4.01 The Employer shall provide the Union relevant information including:
 - (a) staffing for each Unit / Area, Department, and Site (e.g. normal hours of operation, schedule rotations, any history of closure or downsizing in the past 24 months (to the extent that this information is available), current staffing for direct nursing, auxiliary nursing care, paramedical professional and technical staff, whether or not Employees are normally replaced during absences);
 - (b) list of all Employees including their contact information on file, classification, site(s) and status (actively working, LOA);
 - (c) process for assigning Out of Scope Workers;
 - (d) list of all Out of Scope Workers by site who are registered with CARNA and/or CRPNA;
 - (e) list of all Out of Scope Workers by site who are capable and qualified to perform the work of an Employee on strike or lockout;
 - (f) name(s) and contact information of the Employer representative(s) for each site responsible for:
 - i. assigning capable and qualified Out of Scope Workers;;

- ii. reviewing, discussing, and resolving staffing related issues with the Union counterpart;
 - iii. communicating with the Union counterpart to resolve picketing issues;
 - iv. discussing and resolving issues with the Union counterpart that are unrelated to staffing or picketing.
- (g) list of all Employees with restrictions (to the extent that this information is available).

The information in (a) shall be provided in advance of any local staffing plan discussions.

The information in (b) and (c) shall be provided upon request.

The information in (d) – (f) shall be provided no later than 30 days after the appointment of a Mediator.

The information in (g) shall be provided no later than the commencement of the cooling-off period.

4.1 At the same time that the Employer provides the Union with the information in Article 4.1, the Union will provide the Employer with the following:

- (a) A list of worksite contacts for scheduling purposes;
- (b) A list of Picket Captains and/or Union Designates authorized to make decisions on behalf of the Union;
- (c) Notification of any significant changes at the site and/or department that would change the required level of Essential Services;
- (d) An anticipated schedule for OOS workers.

4.2 The Union will schedule DESWs to perform Essential Services duties during a Strike or Lockout. Whenever possible, the Union will only assign a DESW to work a specific shift who normally works in the Unit/Program and has been oriented to the Unit/Program, following consultation with the Employer Designate.

4.3 No later than 48 hours prior to the commencement of a Strike or Lockout, the union will provide the Employer with a seven-day schedule for Designated Essential Services Workers. The Union will provide the Employer with further seven-day schedules 48 hours prior to each subsequent seven-day period or upon changes to personnel.

4.4 The Union will provide the Employer with a list of worksite contacts for each site for scheduling purposes during the cooling off period as defined in the Labour Relations Code.

4.5 The Union will ensure employees designated to perform Essential Service duties during the work stoppage report for all of their scheduled shifts as per the negotiated staffing

levels in Part II of this agreement. If a scheduled employee is ill or otherwise unavailable, the employee is to notify the Union Designate, where possible up to two (2) hours, prior to the scheduled shift. The Union will find a replacement for the worker and update the Employer prior to the start of the shift.

- 4.6 Unless otherwise indicated in Part II of the agreement, a Designated Essential Services Worker will generally be required to work the shift in its entirety to ensure the effective delivery of Essential Services duties. Exceptions may include but are not limited to sudden onset of illness, personal emergency.
- 4.7 When indicated by agreement in Part II, Designated Essential Service Workers who have completed all of their Essential Services duties may be required by the Manager to remain on-call for the remainder of their shift and paid in accordance with Article 5 of this agreement.
- 4.8 Both Parties acknowledge the benefits of having workspace in near proximity to the impacted site(s) that will help facilitate ongoing communication between site leadership and Union Designates who are responsible for assigning Designated Essential Services Workers. In the event of a strike or lockout, the Employer shall, where possible, provide the Union with an exclusive-use, on-site facilities available with a telephone line at the site for the duration of the dispute.
- 4.9 Where an on-site location is not available, the parties shall agree to an alternate site or other arrangement to be cost shared on a 50/50 basis. (ie: trailer).
- 4.10 In the event of a strike or lockout, the Union shall be responsible for the cost and procurement of any equipment, supplies or additional items that may be required to perform its staffing / scheduling responsibilities under this Agreement.
- 4.11 During a strike or lockout, a Union Designate shall only access the workspace for the purposes of administering and monitoring the Agreement. The Employer Designate may accompany the Union Designate outside of the exclusive-use workspace while on site.

ARTICLE 5 – PERMITTED CHANGES TO TERMS AND CONDITIONS OF EMPLOYMENT

- 5.1 Upon the commencement of a strike or lockout, the terms and conditions of the Collective Agreement:
 - (a) Shall not apply to Employees on strike or lockout; however, benefits coverage will be maintained for all eligible Employees as per Article 21 of the Collective Agreement and the Union agrees to reimburse the Employer for the associated costs in accordance with Appendix A;

- (b) Shall continue to apply to Designated Essential Service Workers performing essential services except as amended as follows:

The following articles in the Collective Agreement shall not apply:

- i. Article 7; (Hours of Work)
- ii. Article 8; (Overtime)
- iii. Article 9; (On-call Duty/Call Back)
- iv. Article 22; (Clauses 22.02, 22.06, 22.11)

- (c) Shall apply to Bargaining Units not on strike.

5.2 The following on-call provisions apply to Designated Essential Services Workers:

- (a) The words “on-call duty” shall be deemed to mean any period during which a Designated Essential Services Worker is assigned an on-call shift in a staffing plan as identified in Part II of this Agreement.
- (b) The Employer shall pay \$4.50 per hour to a Designated Essential Services Worker who is assigned on-call duty.
- (c) If a Designated Essential Services Worker is called back to duty from on-call duty, they shall be paid for all hours worked at the basic rate of pay in addition to the payment received for being on call, or, if applicable, the overtime rate set out in Article 5.03 of this agreement.
- (d) Where a Designated Essential Services Worker has previously worked during the calendar day and is called back to duty from on call duty they shall be reimbursed for a round trip between their place of work and their home at the Government of Alberta rates per kilometer.

5.3 Designated Essential Services Workers are eligible for overtime at two times (2X) their basic rate pay for:

- (a)
 - (i) any time worked in excess of seven and three-quarter (7 3/4) hours during any one (1) day; or
 - (ii) Any time worked in excess of the daily hours for Employees who are scheduled to work a Modified Hours work day.
- (b) The Union will make all reasonable efforts to ensure that overtime is avoided when assigning and filling shifts. Except in cases of an emergency, the Union must have employer approval prior to filling an essential shift which will result in overtime costs.
- (c) All overtime will be paid out on the subsequent pay period, no banking of hours during a strike or lockout will be permissible.

5.4 Regular hours of work for DESWs shall:

- (a) include, as scheduled by the Employer, two (2) rest periods of 15 minutes during each full working Shift of 7.75 hours; or
- (b) include, as scheduled by the Employer, one (1) rest period of 30 minutes during each full working Shift of 7.75 hours if this is more compatible with the scheduling of work assignments; the alternative to be applied shall be at the discretion of the Employer; or
- (c) include, as scheduled by the Employer, one (1) rest period of 15 minutes during each half Shift of not less than four (4) hours; and
- (d) exclude a meal period of 30 minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours. Employee requests for meal periods of more than 30 minutes that are compatible with the scheduling of work assignments shall not be unreasonably denied. Where possible, such meal periods shall not be scheduled to occur in the first or last hour of the shift, except by mutual agreement between the Employer and the Employee.

5.5 DESWs recalled to duty during their meal periods or rest periods or unable to take a rest period or meal period, shall be given a full meal period or rest period later in their Shift, or, where that is not possible, be paid as follows:

- (i) for a rest period, at 2X their Basic Rate of Pay rather than at straight time; or
- (ii) for a meal period for which the Employee is entitled to be paid under Article 7.01(c), at 2X their Basic Rate of Pay rather than at straight time; or
- (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at 2X their Basic Rate of Pay.

ARTICLE 6 – OUT OF SCOPE WORKERS

6.1 The Employer shall utilize the services of its OOS Workers, provided they are qualified and capable, to the fullest extent possible. Where an issue arises with respect to the Employer's use, or planned use, of OOS Workers the Employer will provide detailed information to the Union upon request. If a dispute arises as to the utilization and scheduling of OOS Workers, the Union will provide such Designated Essential Services Workers to cover shifts not able to be filled by the OOS Workers until such time as any dispute is fully resolved in accordance with Section 13 of this Agreement.

6.2 If the Employer cannot find an alternate, the Union will be informed, where possible, up to two (2) hours prior to the commencement of the shift and the Union will assign a Designated Essential Services Worker to fill the shift. Upon request the Union will be informed of the reasons an OOS replacement was unavailable.

- 6.3 The Employer shall be responsible for assigning OOS Workers to fill positions for specific shifts. The Employer shall inform the Union of the number of OOS Workers assigned to any particular shift. These OOS Workers shall be counted towards the number of positions in each classification in accordance with the staffing plans. For example, if the Parties agree that three positions in a specific classification are essential for a specific shift, and there are two OOS Workers available, the Union shall be responsible for assigning one Designated Essential Services Worker.
- 6.4 Where the Employer has previously advised the Union that an OOS Workers is assigned to a particular shift, and that person is unable to report for their assigned shift, the Employer will make every reasonable effort to fill the shift with an alternate.

ARTICLE 7 – PROHIBITION ON REPLACEMENT WORKERS

- 7.1 During a strike or lockout, the Employer shall not:
- (a) Permit employees in the bargaining unit on strike or lockout to work unless they are a Designated Essential Services Worker;
 - (b) Increase the scope of work performed by volunteers or contracted out services;
 - (c) Assign work that would normally be performed by an employee in the bargaining unit that is on strike or lockout to employees in other bargaining units; or
 - (d) Hire additional persons to perform work normally performed by an employee in the bargaining unit that is on strike or lockout.

ARTICLE 8 – RESPONDING TO EMERGENCIES

- 8.1 Where an emergency situation arises that cannot be responded to safely by the limited number of Designated Essential Services Workers available, the Employer will immediately contact the Union to advise of the number and the corresponding shift(s) that are required to appropriately respond to the situation. At the same time, the Employer shall provide the Union with a summary of the situation, with as much detail as is available.
- 8.2 The Union shall immediately comply with the request to ensure that the workers arrive without unreasonable delay and within any time limits as prescribed by the staffing plan.
- 8.3 During an Emergency where Bargaining Unit Employees are recalled, the Employer will provide the Union with reasonable updates as to the status of the Emergency, including its anticipated duration.
- 8.4 Although the Union shall comply with the Employer's request, the Union has the right to appeal the Employer's decision to the Umpire/Deputy Umpire. Such appeal shall be initiated, in writing within 12 hours of the Employer's request or within 12 hours of a specific set of circumstances for which the complaint is filed. The Complaint shall be addressed in accordance with Section 10 of this ESA.

8.5 Where a Strike or Lockout is still in effect and the Employer determines that some or all recalled Bargaining Unit Employees are no longer required to respond to the Emergency, the Employer will release those unrequired Bargaining Unit Employees as reasonably possible.

8.7 Following the end of the situation under 8.1 the total number of essential services positions will return to the staffing numbers as agreed to in the essential services staffing plan(s).

ARTICLE 9 – CHANGES IN CIRCUMSTANCES AND AMENDMENTS TO THIS AGREEMENT

9.1 Either Party may, by written notice, propose amendments to this Agreement, including an increase or reduction in the number of Bargaining Unit Employees required to maintain Essential Services.

9.2 If the Parties are unable to agree on an amendment proposed under Article 9.1, either Party may apply to the Lead Umpire or Commissioner to mediate or settle the proposed amendment.

9.3 Notwithstanding Articles 9.1 and 9.2, Part II of this agreement may contain specific provisions to increase or reduce the number of Designated Essential Services Workers needed to maintain Essential Services.

ARTICLE 10 – DISPUTE RESOLUTION AND UMPIRES

10.1 The Parties agree to select Rick Wilson as the Lead Umpire. The role of the Lead Umpire is to:

- a) Assist the parties in concluding the ESA;
- b) Settle the terms of the ESA in the event the parties cannot agree;
- c) Rule on interpretation disputes of the Master Agreement; and
- d) Be available during strikes or lockouts for a timely resolution of Master ESA disputes.

The foregoing does not limit the utilization of the Lead Umpire to act as a deputy umpire to hear disputes outlined in 10.2 of this ESA.

10.2 The parties agree to accept Dev Chankasingh as the Deputy Umpire for all bargaining units. The role of the Deputy-Umpire is to:

- a) Rule on application and implementation disputes of the ESA;
- b) Be available during a strike or lockout for timely resolution of disputes;

10.3 In the event a dispute arises during the application or implementation of this ESA during a strike or lockout, the dispute shall be referred to the appropriate Umpire identified 10.1 or 10.2 for resolution.

- 10.4 When either Party refers a dispute to an Umpire, they may also choose to make an application to the Umpire for an immediate interim order to have the terms of this Agreement enforced until such a time that the Umpire resolves the matter.
- 10.5 Such disputes shall be initiated, in writing, to the Umpire. The Umpire shall hear the dispute within 24 hours of the referral. The Umpire will render their decision as quickly as possible, but in no event longer than 48 hours after the referral.
- 10.6 If a dispute is not resolved by either the Umpire or Deputy Umpires to the satisfaction of either the Employer or the Union, the parties may, together or separately, apply to the Commissioner for a review of the decision within ten (10) calendar days pursuant to Section 95.7 of the *Code*.

ARTICLE 11 – COMMUNICATION

- 11.1 The parties shall make all reasonable efforts to ensure the public is aware of the impact on services as a result of the strike or lockout.
- 11.2 The Parties agree to develop a joint communication for the purpose of informing all parties of their obligations during a strike or lockout, including but not limited to:
 - a) Reporting for assigned shifts;
 - b) Reporting to work on time and within the prescribed time limits when placed on-call;
 - c) Completion of Essential Services duties, if needed;
 - d) Protocol for calling in sick;
 - e) Protocol for leaves of absence;
 - f) Protocol for reporting to work when responding to emergencies;
 - g) Protocols for handling workplace grievances;
 - h) Protocol for discussing strike or lockout while on site;
 - i) Protocol for picketing, when issued by the Alberta Labour Relations Board, or locally agreed as necessary.

ARTICLE 12 - STRIKE OR LOCKOUT NOTICE:

- 12.1 The parties agree that notice of the date, time and initial location(s) to commence a strike or lockout under Section 78 of the *Code* shall be at least 72 hours.
- 12.2 Following the commencement of the strike or lockout, the other party may serve an initial notice of their respective action with at least seventy-two (72) hours' notice of the date, time and impacted location(s).
- 12.3 Following the commencement of a strike or lockout, any changes must be served in writing on the other party with at least seventy-two (72) hours' notice of the date, time and impacted location(s).

ARTICLE 13 - ACCESS AND EGRESS

- 13.1 The Unions will provide unrestricted access and egress for emergency vehicles (ambulances, fire trucks, law enforcement) blood, oxygen, emergency equipment and emergency supplies.
- 13.2 Vehicles delivering food supplies and any other person or delivery required for the continued operation of the facilities and essential services will not be unreasonably impeded.
- 13.3 No employees (bargaining unit or out of scope) shall threaten or intimidate anyone nor will they intentionally damage property.
- 13.4 The parties agree to include a map of the Employer site including:
- (a) Facilities located on each site;
 - (b) Main entrance and emergency department entrance; (if necessary)
 - (c) Parking area;
 - (d) Area for deliveries;
 - (e) Public Transportation route and stop locations (if route/stops transits Employer property)
 - (f) Picket Line; and
 - (g) Any other items the parties deem necessary.

ARTICLE 14 – TERM OF THE ESSENTIAL SERVICES AGREEMENT

- 14.1 This Agreement shall be in effect until a new collective agreement is in force and effect.

ARTICLE 15 – NOTICE

- 15.1 Where notice is required or permitted to be given under Part I of this Agreement, it may be delivered personally, by registered mail, signed receipt courier or facsimile.
- 15.2 Notice to the Employer shall be provided to:
- Chief Human Resources Officer
 - Tawa Centre,
 - HR Corporate Office
 - 3033 66 St NW
 - Edmonton AB T6K 4B2

15.3 Notice to the Union shall be provided to:

David Harrigan, Director of Labour Relations
United Nurses of Alberta
700-11150, Jasper Ave. NW
Edmonton AB, T5K 0C7
Facsimile: 780-426-2093

Signed this day, September 23 2021:

For the Employer

Karen Macmillan
Senior Operating Officer Acute Care

For the Union

David Harrigan
Director, Labour Relations

PART II

**Staffing Plans and Designated Essential Services Levels
Subject to Local Negotiations**